



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56; and authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. TS and MYS attended the hearing for the landlords and both were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed that the landlords and I were the only ones who had called into this teleconference.

The landlords testified that the tenant was served with the landlord's application for dispute resolution package and evidence on March 19, 2021 by way of posting the package on the tenant's door. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's Application and evidence on March 21, 2021, 3 days after posting. The tenant did not submit any written evidence for this hearing.

Issues(s) to be Decided

Are the landlords entitled to an early end of tenancy and an Order of Possession?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

The landlords provided the following submissions. This month-to-month tenancy began on August 1, 2019, with monthly rent set at \$430.00, payable on the first of the month. The landlords collected a security deposit in the amount of \$215.00, which they still hold.

The landlords filed an application for an early end of this tenancy on an expedited basis due to the serious nature of the incidents that have taken place during this tenancy. The landlords testified that the police were called after an incident that took place on February 26, 2021 where the tenant was involved with a fight with another tenant in the building. The landlords submitted video footage of the incident. The landlords testified that the tenants reside in a home that has shared facilities. There are approximately 20 rooms in the home with 1 shared kitchen, and 6 shared washrooms. The incident on February 26, 2021 took place in the shared kitchen.

The landlords submit that the tenant is extremely aggressive, physically and verbally. The landlords testified that on March 1, 2021, the tenant had acted in a volatile manner, causing the landlords extreme concern. A few days later the tenant took a knife, damaging the property in the shared hallway. The landlord submitted photos in their evidence. The landlords submit that the tenant has engaged in other disturbing behaviour such as damaging the shared bathroom by removing shower knobs.

The landlords testified that the tenant's behaviour has caused the landlords and other occupants to become intimidated and fearful of the tenant.

Analysis

Section 56 of the *Act* establishes the grounds whereby a landlord may make an application for dispute resolution to request an end to a tenancy and the issuance of an Order of Possession on a date that is earlier than the tenancy would end if a notice to end the tenancy were given under section 47 for a landlord's notice for cause. In order to end a tenancy early and issue an Order of Possession under section 56, I need to be satisfied that the tenant has done any of the following:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*

- *seriously jeopardized the health or safety or a lawful right or interests of the landlord or another occupant.*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property;*
- *engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*
- *caused extraordinary damage to the residential property, and*

it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [landlord's notice: cause]... to take effect.

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy for several of the reasons outlined in section 56, as outlined above. I find that the tenant has seriously jeopardized the health or safety or a lawful right or interests of the landlords and other residents in the home where all the residents share a common kitchen, and multiple bathrooms. The landlords are seeking an Order of Possession as the landlords are concerned that the tenant's behavior is threatening and violent in nature, and have caused the landlords and other tenants to be fearful.

The second test to be met in order for a landlord to obtain an early end to tenancy pursuant to section 56 of the *Act* requires that a landlord demonstrate that "it would be unreasonable, or unfair to the landlord, the tenant or other occupants of the residential property, to wait for a notice to end the tenancy under section 47" for cause to take effect. On this point, I find that the reasons cited by the landlords for circumventing the standard process for ending a tenancy for cause meet the test required to end this tenancy early as this matter pertains the immediate safety of the landlords, other tenants, and the property.

The behaviour of the tenant towards others, as documented by the landlords, quite worrisome. I find that the landlords had provided sufficient evidence that the tenant had started at least one altercation that involved physical violence, and was involved in another incident with the landlords that involved a weapon. I also note that the tenant

has chosen to not appear at this hearing, nor has the tenant provided any contrasting accounts by way of written evidence.

The main reason for the urgent nature of this application is the immediate risk to the safety of the landlords and other occupants, and I find that the landlords have provided sufficient evidence to support this. Of particular concern is the fact that the tenant shares common areas with other tenants, and I am satisfied that the landlords have shown that there is potential for further violence and damage to their property if this tenancy was to continue.

Under these circumstances, I find that it would be unreasonable and unfair to the landlords to wait for a 1 Month Notice to End Tenancy for Cause to take effect. For these reasons, I find that the landlords have provided sufficient evidence to warrant ending this tenancy early. I issue a two day Order of Possession to the landlords.

I allow the landlords' application to recover the \$100.00 filing fee from the tenant. Using the offsetting provisions of section 72 of the *Act*, I allow the landlords to retain \$100.00 of the security deposit in satisfaction of this monetary award.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlords to recover the \$100.00 filing fee by allowing the landlords to retain \$100.00 from the security deposit in satisfaction of the claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 9, 2021

Residential Tenancy Branch